

DURABUILT WINDOWS & DOORS INC.
ORIGINAL CONSUMER WARRANTY

1. General:

(1) 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 including April 1, 2008. 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.

(2) This Warranty is subject to all terms, conditions, exclusions, limitations, disclaimers etc. contained herein.

(3) 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 not be transferable from the Owner to a subsequent transferee.

(4) 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.

2. Warranties:

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") is covered by this Warranty for two (2) years following the date of manufacture.

(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 2 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 coloured 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.

(e) Wood Components

Interior wood-framed windows, offered with the Tri-Bridex Collection, wood-PVC clad patio systems and Durabuilt Entry Door Systems jamb and frame Components will be protected against defects such as holes, blistering and cracking for a period of three (3) 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. Wood components must be stored in a covered, dry area and not be exposed to forms of moisture and high humidity

(2) Window Systems

(a) Glass Sealed Units

Durabuilt provides a limited warranty pro-rated over twenty (20) years 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 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.
- (iv) Broken sealed units are not covered under warranty unless reported within 72 hours from the time received.
- (v) Pressure cracks are covered for 90 days 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.

Example – If product manufacture date is June 1, 2008, 100% product coverage will be provided up until midnight of May 31st, 2018.

(b) 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 coloured extrusions.

(3) Exterior Door Systems

(a) Glass Sealed Units

Durabuilt provides a limited pro-rated warranty for ten (10) years from the date of manufacture on all decorative, obscure, clear and Low E doorlites as well as patio door 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.
- iv. Broken sealed units are not covered under warranty unless reported within 72 hours from the time received.
- v. Pressure cracks are covered for 90 days 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.

Example – If product manufacture date is June 1, 2008, 100% product coverage will be provided up until midnight of May 31, 2018.

(b) Woodgrain and Dura-Smooth Fibreglass Door

Durabuilt provides, from the date of manufacture, a limited warranty of ten (10) years on Dura-Smooth, Woodgrain Fibreglass and Classic-Craft® doors. This coverage states that these fibreglass 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 Durabuilt's Do-it-Yourself Finishing System or a top quality paint or stain.

(c) Premium Steel Door

Durabuilt provides, from the date of manufacture, a limited warranty of five (5) years on Premium 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.

(d) Sliding Patio Doors

(i) PVC (Vinyl) Sliding Patio Door Systems

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.

(ii) Fibreglass Sliding Patio Door Systems

For ten (10) years from the date of manufacture, Durabuilt warrants the Smooth-Star and Fiber-Classic Fibreglass Sliding Patio Systems (hereinafter the "Systems"). The Systems shall have no finishing or paint defects causing blistering, peeling or flaking and will not show excess fading of door frame or sash members except discoloration and fading or chalk due to sunlight, air pollutants and other normal atmosphere conditions and provided the inside of the door has been painted or stained, within ninety (90) days of receipt with Durabuilt's Do-it-Yourself Finishing System or a top quality paint or stain. Exterior comes with factory-finished colour.

3. Remedies / General Exclusions / Limitations on Liability

(1) Remedies

Where a Product or Component is covered by the Warranty, remedies are limited to the following, any of which may be chosen at the discretion of Durabuilt:

- (a) Repair the existing Product or Component. If Durabuilt elects to repair the Product, labour will be covered for up to two years from the date of manufacture, subject to the exceptions detailed in the following subsection;
- (b) 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.

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. Colours on replacement Products or Components may vary from the original.

(2) 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:

- a. 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);
- b. Any Product, Component or hardware not manufactured by Durabuilt;
- c. Modifications or attachments to Products or Components that are not authorized by Durabuilt;
- d. Misapplication of the Product, faulty building construction or design, including but not limited to installation;
- e. Stress due to localized application of heat, movement of building or building components or expansion or contraction of building or building components;
- f. Damage in transit after leaving Durabuilt's plant or fleet not caused by Durabuilt or anyone associated with Durabuilt;
- g. Natural disasters and any other cause beyond the control of Durabuilt;
- h. Tri-Bridex, Avalanche Sliding Patio Systems and frame Components of all Entry Door Systems where the wood portion is not properly sealed within 30 days;
- i. Variations in the grain pattern and colour of wood Products or Components;
- j. Exposure to harmful chemicals or pollutants;
- k. The coverage provided for exterior PVC(vinyl) and Aluminum Components and PVC (Vinyl Excursions) does not extend to discolouration, 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 deoxidation of metal, fading or minor colour variations caused by exposure to the elements, the installation environment or normal weathering conditions.
- l. 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;
- m. Excess debris and direct rain exposure during construction, extreme build-up of dirt and grim in track, drain hole and other key window and door components that cause malfunction in the Product's performance;
- n. 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;
- o. 'As Is' product sold out of the Edmonton Superstore (Renovation Centre) are not covered by the original consumer warranty as they have been discounted accordingly;
- p. Subsequent damages and repair work not covered in this warranty. Warranty is limited to the replacement value of the Product or Component only;
- q. 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;
- r. Insulated glass units over 240 x 150 cm (8' x 5') in area; Insulated glass units, both Doors and Windows, that have had secondary film applied; Cracked or shattered glass by any 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;
- s. Doorlites that are not properly maintained;
- t. Durabuilt reserves the right to limit transportation and labour costs incurred where the defective Product or Component is located more than fifty (50) 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.

4. Process For Warranty Claim

In order to make a Claim under this Warranty:

(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;

By Mail at: Durabuilt Windows & Doors
10920 178 Street
Edmonton AB T5S 1R7
Attention: Warranty Claims
By Phone at: (780) 577-2049 or toll-free at 1-800-544-3815
By e-mail at: warranty@durabuiltwindows.com

(2) You will be required to provide the following information to make a Claim:

- (i) Model, Product description and Product number;
- (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.

5. Additional Provisions

(1) 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;

(2) The remedies provided for in this Warranty are the only remedies Durabuilt will provide with respect to any of its Products.

(3) This Warranty shall be construed in accordance with and governed by the laws of the Province of Alberta.

(4) 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.

(5) This Warranty constitutes the entire agreement between the parties with respect to the subject matter contained herein.

(6) Edmonton Supply & Installation: For supply and installation orders purchased from Durabuilt Superstore (Renovation Centre) or Head Office Renovation Sales Department Durabuilt offers a three (3) year limited labour warranty from the date of installation. This coverage includes skilled labour required to replace or repair any defective Product, Product component or defect in workmanship from the initial installation. General exclusions specified above apply.