

## LIFETIME WARRANTY ON VINYL FRAMES / SASH COMPONENTS TO THE ORIGINAL OWNER

For a period of lifetime from the date of installation, Gentek warrants that vinyl windows shall have no finishing defect such as blistering, peeling, flaking, cracking and excessive fading of the window frame or sash members. Exposure to sunlight, air pollutants and normal atmosphere conditions may cause all vinyl surfaces to gradually fade, chalk or suffer any accumulation of surface dirt or stains. These are normal occurrences and are not covered under this warranty. This warranty can be transferred for Regency Windows only. (See Item 7 inside).

## LIFETIME WARRANTY ON SEALED INSULATING GLASS TO THE ORIGINAL OWNER

Gentek warrants that sealed insulating glass units contained in the windows, under normal conditions will not, due to seal failure, develop an obvious obstruction of vision which is the result of film formation within the interior glass surface. Gentek shall provide a new sealed glass unit at no charge except for shipping and handling charges. Installation of the new sealed unit will be covered for the first five years of this warranty. Note that any obvious obstruction of vision, which is the result of film formation or dust collection within the interior glass surface of the unit that is caused by glass leakage, is not covered under this warranty. This warranty can be transferred for Regency Windows only. (See Item 7 inside).

## LIFETIME WARRANTY ON ALL CASEMENT / AWNING HARDWARE (MULTI-POINT, CAM LOCK)

Gentek warrants that the casement or awning hardware shall remain in good operational condition for a period of lifetime to the original owner. This warranty can be transferred for Regency Windows only. (See Item 7 inside).

## NEW LIFETIME WARRANTY ON BALANCES

Gentek warrants that the single hung and double hung constant force balances shall remain in good operational condition for a period of lifetime to the original owner. This warranty can be transferred for Regency Windows only. (See Item 7 inside).

## 10 YEAR WARRANTY

For a period of 10 years from the date of installation, Gentek warrants that the interior wood laminate and the exterior colour laminate will not delaminate and the exterior painted finish on the frame/sash components will not bubble, crack or peel. Subject to all conditions below. This warranty can be transferred for Regency Windows only. (See Item 7 inside).

## 5 YEAR WARRANTY ON HARDWARE

For a period of five (5) years from the date of installation, Gentek warrants the hardware associated with the Windows shall remain in good operational condition, under normal use and service. This warranty can be transferred for Regency windows only.

## CONDITIONS

The Gentek warranty is strictly subject to the conditions stipulated hereafter which form an integral part thereof:

- The Gentek warranty applies to products used exclusively for their intended purpose and under normal use and service.
- The Gentek warranty does not apply when a defect or a breakage to a product component results from abuse, faulty maintenance, faulty installation, or installation not in strict conformity with Gentek's instructions, or from excessive thermal or physical stress.
- The Gentek warranty does not extend or apply to:
  - a normal maintenance;
  - replacement of normal wearing products;
  - any product damages as a result of accident, fire, flood, or any other Act of God or unforeseeable circumstance;
  - colour changes;
  - insect contamination on glass or on vinyl products;
  - damages caused by harmful solvents used to clean the windows or if the windows are painted or coated in any way; and,
  - any window which has been repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative of Gentek.
- The Gentek warranty does not apply to windows or products which anyone other than Gentek or a duly authorized Gentek representative has repaired or altered, or attempted to repair or alter.
- The only obligation assumed by Gentek under this warranty, and the only protection it provides, is the payment of its share of the cost, based on the Provision Schedule outlined to repair or replace, at Gentek's sole option, any product or product component covered by this warranty and judged defective by Gentek. Such defective product will be repaired or replaced by Gentek, exclusive of labour costs to remove or reinstall the products and exclusive of transportation or shipping costs incurred in the execution of the warranty.
- Gentek reserves the right to discontinue or change any window or component manufactured if Gentek determines to make a replacement under the terms of this warranty and an exact replacement part is not available, Gentek reserves the right to substitute a part or parts of equal quality as its sole option.
- Where a particular warranty is transferable, as indicated on the reverse, it shall be transferable within the first ten (10) years and will then follow a pro-rated schedule below. For example, if transferred in year 7, the pro-rated schedule will take effect starting at year 7 of the pro-rated schedule below.
- Gentek shall not be liable to you for any damages of any kind resulting, directly or indirectly, from the purchase, use or misuse of, or the inability to use the Windows, or from the breach of this express warranty, including without limitation incidental, special or consequential damages, and loss of profits or benefits, or for the damages arising from any tort (including negligence or gross negligence) or tort committed by Gentek, its agents or employees, or for retraining or replacement of Gentek's sole option, only on the terms stated in this warranty.
- Gentek is giving you an express warranty. Except as set forth in this warranty, you make the windows "as is", and Gentek makes no warranty or representation and there are no conditions, express or implied, statutory or otherwise, of any kind whatsoever with respect to the Windows, including but not limited to the merchantability of the Windows; their fitness for any particular purpose or use; the design, condition or quality of the Windows; the workmanship or performance of the Windows; or the compliance of the Windows with the requirements of any law, rule, specification or contract pertaining thereto. Gentek cannot and shall not be liable to you for breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors. Any implied warranties and conditions imposed by law, such as the implied warranties of merchantability and fitness for a particular purpose, are hereby limited in time to the duration of the express warranty.

Some jurisdictions do not allow limitations on how long implied warranties last, exclusions or limitations of incidental or consequential damages, or limitations by the manufacturers on warranties, rights and remedies prescribed by statute, law, for above limitation or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

Any portion of this warranty is held void or unenforceable under the legality and enforceability of the remainder of this warranty shall remain unaffected. The agents, employees, distributors and dealers of Gentek are not authorized to make modifications to this warranty or make additional warranties binding on Gentek.

## PROCEDURE AND CONDITIONS OF WARRANTY REMEDY

It is the duty that Gentek's obligation under this warranty is sought, the Owner must notify Gentek in writing within thirty (30) days after the defect has first appeared. Such notification must contain the following:

- The name and address of the owner;
- Name and address of Dealer/contractor;
- Date of the purchase and date of installation of the windows;
- A brief description of the defect for the warranty (as requested).

In case of doubt about the origin of the Windows or the installation date, Gentek reserves the right to ask for a copy of the buying contract or invoice for the defective products.

Upon receipt of this information, Gentek will notify the owner of his/her share of pro-rated costs (where such is applicable), in accordance with the Provision Schedule. Costs of the warranty shall be Gentek's actual out-of-pocket costs for repair or costs of replacement material based on Gentek's list price for such material at the time the replacement material is provided. No repair or replacement parts will be provided until Gentek has received the owner's payment for his/her share of the pro-rated costs.

## Instalational Owner

Where Windows have been applied to property owned in whole or part by corporations, governmental entities or agencies, religious organizations, trust, condominium or co-operative housing arrangements, intangible legal entities or any other entity or organization capable of an enforceable, for such intangible entities, the duration of the warranty is twenty five (25) years, non-transferable under the same terms and conditions as the warranted, provided or outlined in the schedule attached.

## REGENCY WINDOWS ONLY

Lapsed time from date of installation	Share of the repair or material replacement costs*	
	GENTEK	OWNER
1 year	100%	0%
2 years	100%	0%
3 years	100%	0%
4 years	90%	10%
5 years	83%	17%
6 years	76%	24%
7 years	69%	31%
8 years	62%	38%
9 years	55%	45%
10 years	50%	50%
11 years	47%	53%
12 years	44%	56%
13 years	41%	59%
14 years	38%	62%
15 years	35%	65%
16 years	32%	68%
17 years	29%	71%
18 years	26%	74%
19 years	23%	77%
20 years	20%	80%
21 years	18%	82%
22 years	16%	84%
23 years	14%	86%
24 years	12%	88%
25 years	10%	90%

TRANSFER/PRO-RATION SCHEDULE