

INNOTECH TRANSFERABLE 35 Year warranty

The Defender 76TS System is engineered and built to create lasting value for your home, and that value is reflected in this TRANSFERABLE LIMITED 35 YEAR WARRANTY for window and door products manufactured on or after August 1, 2016 and installed in owner occupied single family homes in Canada and the USA.

About this limited Warranty

This limited Warranty is not prorated. The coverage remains the same for as long as the Warranty is in force. It is also transferable, adding genuine value when it comes time to sell your home for up to twenty years.

What it means to you

If your Innotech products develop any condition within the terms of this limited Warranty, Innotech will provide the warranted remedies. If you need assistance for an issue outside the Warranty terms, Innotech or an Innotech authorized dealer may provide the necessary repairs, replacement parts, or maintenance service at a reasonable cost.

Your responsibility

While Innotech products are of superior quality, this limited Warranty applies only if the Innotech products are appropriately installed, operated, and maintained.

Please review the terms of the limited Warranty carefully to ensure that you understand all of its terms and limitations.

Specific Warranty coverage

Subject to all of the terms and conditions stated below, Innotech Windows + Doors Inc. ("Innotech") warrants that under the conditions of proper installation, normal use and proper maintenance, Innotech window and door products installed in owner-occupied single family homes will be free of serious defects in material or workmanship as described below and for the indicated time periods. This Warranty includes free replacement parts and materials to repair or replace defective components, but does not include labour costs except as specifically set out in Section D, Remedy.

This limited Warranty will not provide you a remedy if Innotech, in its sole discretion, determines that an Innotech product has been the subject of abuse, alteration, neglect, incorrect installation, operation or maintenance. This includes and requires compliance with the Owner's Care and Maintenance Manual. If you have not received the Owner's Care and Maintenance Manual from your contractor or installer, please visit www.innotech-windows.com or request a copy directly from Innotech.

A. Products covered

All Innotech Defender 76TS System window and door products.

Please consult documentation that accompanies all other products for product specific warranties.

Refer to the Sales Agreement for any warranties specific to each project.

B. Length of Warranty and transferability

This limited Warranty is offered as a 35 year Warranty to the original owner who purchased the Innotech product as long as the original owner owns and resides in the home.

This limited Warranty is offered as a transferable twenty year warranty to all subsequent owners and remains in effect for a period of twenty years from the date of original purchase from Innotech, as long as the subsequent owners continue to occupy the home.

In either case the warranty coverage ends if and when the property becomes unoccupied for longer than one month or becomes occupied by tenants or parties other than the current property owner.

C. Specific product terms

The following terms and limitations apply to particular products and components:

1. Framing Members

Product framing members shall be free of serious defects resulting in blistering, chipping, peeling, flaking, rotting, corrosion, or significant permanent discoloration of the surface for the following periods:

Natural white surface without applied color finishes: for 35 years.

Surfaces with color finishes: 10 years.

2. Glass

Sealed insulating glass units shall be free of serious defects in material or workmanship that result in fogging or obstruction of vision for 20 years.

Laminated glass in insulating glass units shall be free of delamination leading to obstruction of vision for a period of 10 years.

Tempered glass in insulated glass units shall be free of defects for a period of 1 year, as per ASTM standards for safety glass.

3. Hardware

Locking hardware components including gears, corner drives, and stay arms:

Hardware components with the E-Look corrosion resistant finish shall remain free of significant red rust corrosion resulting in operating problems for 10 years.

Hardware components with other corrosion resistant finishes shall remain free of significant corrosion resulting in operating problems for 10 years.

Lock cylinders, handles and handle trim shall be free of defects and workmanship that result in impaired operation for 10 years.

The hardware warranty is subject to mandatory annual lubrication and maintenance requirements. It is also subject to twice-yearly treatment with anticorrosion treatment if located within 1,000 meters of a salt-water body, as outlined in the Owner's Care and Maintenance Manual.

4. Fixed Insect Screens

Fixed (non operable) insect screen frames shall be free of defects in material or workmanship for a period of 10 years. Note: Insect screens are designed to provide ventilation while impeding insects. Insect screens are not designed to prevent persons or objects from falling through opened windows or doors.

5. Motorized Actuators

Motorized actuators shall be free from defects in material and workmanship for 5 years.

D. Remedy

All warranty claims must be made and received during the applicable warranty period.

Innotech will, in its sole discretion, repair or replace products or components that Innotech deems to be defective. If Innotech determines that repair or replacement is not commercially practical or cannot be made on a timely basis, Innotech may elect to refund the original Innotech purchase price paid to Innotech for the defective product or component.

Innotech will cover the labour cost for the first two years of the Warranty. After that Innotech will supply parts only and any labour costs shall be the responsibility of the homeowner.

When Innotech determines to make a replacement under this Warranty, parts or materials of comparable quality may be used if a replacement cannot be reasonably made. Innotech reserves the right to improve, change or discontinue any products as currently manufactured.

Replacement parts or repairs are warranted for the remainder of the original limited warranty period.

The Warranty does not include repair or replacement to siding or finish materials abutting Innotech products, temporary enclosures or other measures or costs that may be needed in conjunction with efforts to remedy the defect. It does not include repair or replacement of anything other than the Innotech product expressly covered by this limited Warranty.

INNOTECH IS NOT LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL OR RESULTANT DAMAGE, WHATSOEVER, ARISING FROM ANY DEFECT IN MATERIAL OR WORKMANSHIP.

E. General conditions

The remedy under this Warranty is only available if the product is purchased from Innotech or from an authorized Innotech retailer or dealer and full payment has been made for the products and the Warranty is registered with Innotech within 30 days of installation of the product. Otherwise Innotech products are purchased AS IS without warranty or remedy of any kind. To register your Warranty, visit www.innotech-windows.com.

Warranty coverage periods start from the date of purchase from Innotech.

Notification of claims must be submitted directly by the owner and no later than 30 days after defect first appears on the product.

Innotech alone and in its sole discretion shall determine whether a product condition is a defect covered under this Warranty and if any of the limitations or exclusions in this limited Warranty apply.

The provisions set forth in this document constitute the only warranty (whether written or oral) that apply to Innotech products in owner occupied single family homes and no one is authorized to modify or expand these written warranties.

INNOTECH SHALL HAVE NO LEGAL OBLIGATION WHATSOEVER UNTIL INNOTECH HAS RECEIVED NOTICE AND BEEN GIVEN REASONABLE OPPORTUNITY TO PERFORM THIS LIMITED WARRANTY. THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER, IRRESPECTIVE OF LEGAL THEORY OR THE NEGLIGENCE OF INNOTECH.

INNOTECH DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND NO ONE IS AUTHORIZED TO MODIFY THE WARRANTY. INNOTECH DISCLAIMS ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL INNOTECH 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 EVEN IF INNOTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ALL INSTANCES INNOTECH'S LIABILITY SHALL BE LIMITED TO PRODUCT REPAIR, REPLACEMENT,

OR REFUND OF THE ORIGINAL INNOTECH PURCHASE PRICE OF THE DEFECTIVE COMPONENT TO THE EXTENT REQUIRED BY THIS LIMITED WARRANTY.

NO RIGHT UNDER THIS WARRANTY IS ASSIGNABLE WITHOUT SALE OF THE HOME AS PROVIDED HEREIN AND NO OTHER PERSON OR ENTITY SHALL HAVE ANY RIGHTS UNDER THIS LIMITED WARRANTY AS IT IS NOT INTENDED TO CREATE ANY THIRD PARTY BENEFICIARY RIGHTS.

This Warranty gives you specific legal rights which are in substitution for any consumer protection or other rights that you may have in your jurisdiction. If this substitution is not permitted in your jurisdiction, these rights are in addition to any other rights which you may have, but only to the extent that the substitution is not permitted.

If any part of the warranties described above are void or unenforceable in a jurisdiction the remaining portions will nonetheless continue in full force and effect.

Innotech utilizes standard industry testing on sample products to derive performance characteristics for its products. Given the tolerances in manufacturing, installation, and the effects of use over time, some variations in individual product performance may exist.

F. How to get assistance

If you encounter a problem with your Innotech product(s), contact the dealer/distributor or contractor from whom you purchased the product(s) or contact Innotech directly by mail, phone or fax within 30 days of discovering the problem:

Mail: **Innotech Windows + Doors Inc.**

Attn: Warranty Claims
27452 52nd Avenue
Langley, BC
Canada V4W 4B2

Phone: 1.866.854.1122 or 604.854.1111

Fax: 604.854.1718

Email: info@innotech-windows.com

We can respond more quickly and efficiently if you use the downloadable warranty claim form available on www.innotech-windows.com.

OUR COMMITMENT TO YOU

Our commitment is to strive to provide all of our customers with prompt and friendly customer service. Once we receive your warranty claim, we will send you an acknowledgement within five business days and will endeavor to begin to take appropriate action within 30 days. We will do our best to keep you informed throughout the warranty claim process to make sure your claim is satisfactorily resolved.

G. What this limited Warranty does not cover

In addition to the other limitations and exclusions set out in this limited Warranty, it does not cover or include:

Service trips to provide instructions on product use.

Replacement parts for products outside the warranty period.

Labor and other costs related to removal and disposal of defective products, except to the extent expressly covered.

Glass breakage.

The effect of light or heat reflected from low-emissivity or other glass coatings.

Glass or any accessory, product, or component that is not applied or installed by Innotech or an authorized Innotech dealer.

Slight variations in glass tint, imperfections or wavy distortions in the glass that don't impair structural integrity. Wavy distortions in the glass related to atmospheric pressure changes, laminated glass interlayers, or heat strengthening of glass are not considered a defect by Innotech.

Temporary adhesive transfer from Preserve protective film or ghost lines from Preserve film joints that may appear under certain conditions are not defects.

Condensation or damage from condensation formation on interior or exterior glass surfaces. Condensation may occur naturally under certain environmental conditions and is not a product defect.

Product or component performance decline due to aging, inert gas fill or dissipation, natural processes or failure to provide proper maintenance. (Note: Other than inert gas loss due to seal failure, the slow migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.)

Normal wear and tear on operating components and hardware, including discoloration of finishes, and natural weathering of surfaces.

Adjustments, corrections, or repairs to products that are not installed according to industry best practices or instructions provided by Innotech; products not installed vertically; products installed upside down, sideways, or inside out; products that have been removed and reinstalled; or products used to support skylights or other construction on Innotech products.

Damage or operational problems due to movement of the building structure, especially deflection of building elements over doors or windows, caused by settlement, building defects, vibration, or other factors.

Damage or operational problems due to exterior finishes, such as stucco, applied against the edges of window or door frames without a flexible perimeter joint providing suitable movement capability and properly filled with resilient sealant.

Damage caused by extreme and artificial temperature changes such as may occur from use of storm doors or blinds mounted in a way that leads to excessive heat build up at Innotech products.

Damage to the products by any other cause, including but not limited to:

- Improper storage, handling and installation.
- Misuse or abuse of products.
- Alterations including but not limited to installation of security systems, customer-applied finishes, or application of solar shading or other plastic films to glass.
- Application of harmful cleaning solutions including but not limited to acetone, petroleum products, alkaline or abrasive compounds. [Silverline]
- Use of metal or abrasive tools to clean frames or glass such as scrapers, razor blades, or steel wool.
- Contact with chemicals harmful to glass, metal and plastic products such as brick wash solutions.
- High pressure water jet cleaning processes.
- Improper removal of any permanent warning or identification labels from the products.
- Failure to properly care for and maintain the products. Visit www.innotech-windows.com for detailed care and maintenance instructions.
- Any other condition outside of the control of Innotech.

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