

# INNOTECH WINDOWS + DOORS , INC'S 35 Year **warranty** TRANSFERABLE LIMITED

Innotech Windows + Doors, Inc's ("Innotech") products are engineered and built to create lasting value. That value is reflected in this 35-YEAR TRANSFERABLE LIMITED WARRANTY that covers window and door products manufactured by Innotech on or after January 1, 2022 and installed in owner-occupied single-family residential homes in Canada and the USA ("Product").

## **About this Warranty**

The coverages and remedies remain the same for as long as the Warranty is in force, meaning that you never have to pay a percentage of the replacement parts. It is also transferable to subsequent purchasers of the home into which the Product is installed, adding genuine value to the sale of the home.

## **What it means to you**

If your Innotech product develops a condition for which relief is available within the terms of this Warranty, Innotech will provide the remedies as stated herein. If you need assistance for a Product issue not covered by this Warranty, Innotech or its authorised dealer may assist with repairs, replacement parts, or service at a reasonable cost.

## **Your responsibility**

Properly install, care for and maintain your Innotech Product. The remedies under this Warranty are available only if the Product is appropriately handled, installed, operated, and maintained. Please review the terms of this Warranty carefully to ensure that you understand all its terms and limitations. If you have not received the Installation Instructions or the Owner's Care and Maintenance Manual, please visit [www.innotech-windows.com](http://www.innotech-windows.com) or request a copy directly from Innotech.

## Our Warranty to You

Subject to the terms and conditions stated below, Innotech will repair or replace any Product with a condition in material or workmanship as described in this Warranty. The remedies in this Warranty include replacement parts or Product for the stated coverage periods. It also includes labour for two (2) years following the date of installation for homes located in British Columbia, Alberta, Washington or Oregon.

The remedies available under this Warranty are conditioned on compliance with the Owner's Care and Maintenance Manual.

### A. Products Covered Under This Warranty

Innotech Defender 76ES, 76TS, 88TS and 88PH+ window and door products manufactured by Innotech after January 1, 2022 and installed in an owner-occupied single-family home in Canada or the USA.

"Single-family home" is any detached residential structure with no more than three (3) stories (including basement) and no more than three (3) separate living units, excluding townhomes and condominium units.

Innotech's Lift + Slide Doors and Folding Doors are covered under a separate warranty available at [innotech-windows.com/excellence/warranties](http://innotech-windows.com/excellence/warranties).

### B. Transferability & Occupancy

This Warranty comes with the Product and is extended to the original purchaser of the Product for 35 years as long as the original purchaser owns and resides in the home. It is fully transferable to all subsequent owners of the home for 20 years from the date of installation. Subsequent owners receive the remainder of the original warranty period.

The applicability of this Warranty is dependent on building occupancy. Coverage afforded under this Warranty terminates if the home is unoccupied for longer than 30 days.

### C. Specific Product Terms & Coverage Periods

The following terms and coverage periods apply to particular Product and parts.

#### 1. Product Frames

Innotech will repair or replace frames with defects in material or workmanship, including deformation and cracking, that substantially impair the Product's operation or performance under normal use, for a period of 35 years from the date of installation.

#### 2. Frame Finish

Innotech will repair or replace framing members with significant blistering, chipping, peeling, flaking, rotting, or corrosion; or uneven discoloration of the surface if visible to the unaided eye standing 10 feet from the Product under typical daylight conditions and not in direct sunlight. These coverages are available for the following periods, beginning on the date of installation of the building:

**35 years** — Natural white uPVC surfaces without applied color finishes.

**10 years** — uPVC surfaces with applied laminated foiled color finishes.

**10 years** — Aluminium surfaces with applied color finishes.

**5 years** — uPVC surfaces with applied painted color finishes.

### 3. Insulated Glass Units (IGUs)

IGUs are manufactured and supplied by third party glass suppliers. Innotech passes through warranty terms as offered by third party glass suppliers. The terms and coverage periods, which begin from the date of manufacturing stamped on the spacer bar between the panes of glass of the IGU, are as follows:

**For 10 years**, Innotech will provide a replacement IGU for an IGU with an XL EDGE® or ENDUR® spacer that has a material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the IGU seal due to defects in material or workmanship.

**For 10 years**, Innotech will provide a replacement IGU for an IGU with laminated glass and an XL EDGE® or ENDUR® spacer that has a material obstruction of vision as a result of delamination caused by defects in the lamination materials or workmanship.

**For 10 years**, Innotech will provide a replacement IGU for an IGU with a different spacer system (e.g., Super Spacer®, TriSeal™) that has a material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the IGU seal due to defects in material or workmanship.

IGUs in high altitude applications must have capillary tubes to receive IGU coverage under this Warranty. Any concerns of altitude should be discussed with Innotech prior to purchase.

#### 4. Hardware

For 10 years from the date of installation, Innotech will repair or replace any hardware components with defects in material or workmanship that substantially impair Product operation under normal use.

Hardware components include, but are not limited to, locking gears, corner drives, stay arms, lock cylinders, handles and handle trim.

#### 5. Fixed Insect Screens

For 10 years from the date of installation, Innotech will provide a replacement screen for any fixed (non-operable) insect screen frames with defects in material or workmanship.

#### 6. Motorized Actuators

For five (5) years from the date of installation, Innotech will repair or replace any motorized actuators with defects in material or workmanship that substantially impair Product operation under normal use.

#### D. Remedy

Innotech will, at its sole discretion, repair or provide replacement parts or Product for confirmed covered conditions. If Innotech determines that repair or replacement is not commercially practical or cannot reasonably be made on a timely basis, it may elect to refund the price paid for the affected Product in full and final satisfaction of any warranty obligation.

Innotech will also provide labour for two (2) years from the date of installation for single-family homes in British Columbia, Alberta, Washington or Oregon. Owner shall provide clear and safe access to the Product. After two (2) years, Innotech will supply parts only and any labour costs shall be the responsibility of the owner.

This Warranty covers only replacement parts or Product, and Innotech-provided labour as described in the preceding paragraph. It does not include any other costs, including, but not limited to, the cost to repair or replace siding or finish materials abutting Innotech products, removal or disposal of Product, temporary enclosures, scaffolding, or other measures or costs that may be needed to service the Product.

Innotech reserves the right to improve, change or discontinue any products at any time. Parts or product of comparable quality or aesthetic appearance may be used if the original part or product is no longer available.

Replacement parts and repairs are warranted only for the remainder of the original coverage period for the Product and any action taken by Innotech does not create a new warranty. The manufacture date on the original IGU spacer is used for coverage determination even if replaced with an IGU bearing a different manufacture date.

#### E. How to get assistance

If you discover an issue with your Product that may be covered under this Warranty, contact the dealer/distributor or contractor from whom you purchased the Product, or contact Innotech directly:

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

27452 52 Avenue

Langley, BC

Canada V4W 4B2

Phone: 1.866.854.1122 or 604.854.1111

Email: [info@innotech-windows.com](mailto:info@innotech-windows.com)

The claim submission should include your contact information including address where Product is installed, identification of the Product and a description of the perceived issue. Photographs are requested and may be required.

All warranty claims must be made and received during the applicable warranty period and Innotech shall have no obligation to respond to untimely claims. Claims must be submitted to Innotech by the owner no later than 30 days after the condition first appears on the Product.

#### OUR COMMITMENT TO YOU

Innotech strives to provide all of our clients with prompt and friendly customer service. Once we receive your warranty claim, we will confirm the receipt of the claim within 5 business days and will endeavour 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. Disclaimers, Limitations of Liability and General Conditions

Innotech shall have no legal obligation whatsoever until it has received notice and been given reasonable opportunity to perform under this Warranty. The extent of Innotech's liability shall be limited to the original purchase price for the affected Product.

THE REMEDIES STATED IN THIS WARRANTY ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO THE PRODUCT, IRRESPECTIVE OF LEGAL THEORY OR THE NEGLIGENCE OF INNOTECH. THIS WRITTEN WARRANTY IS THE ONLY WARRANTY FOR THE PRODUCT AND INNOTECH DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES 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 GOODWILL, OR OTHER LOSS OR INJURY, EVEN IF INNOTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Some U.S. state and federal laws may not allow disclaimers on implied warranties or exclusions of incidental and consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If a dispute arises under the Warranty or with respect to the Product, the dispute shall be settled in accordance with the laws of the jurisdiction of the Province of British Columbia Canada through mediation and, if necessary, binding arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No claim shall be made against Innotech until it has received notice and an opportunity to perform under this Warranty.

This Warranty may only be modified by a writing signed by the General Manager or President of Innotech. No other owner or entity shall have any rights under this Warranty as it is not intended to create any third-party beneficiary rights.

If any part of this Warranty is found void or unenforceable, such part shall be severed from this Warranty and the remaining portions will continue in full force and effect.

## G. What This Warranty Does Not Cover

In addition to the other limitations and exclusions set out in this Warranty, it does not cover damage or conditions caused by:

Improper handling or installation; product that has been removed and reinstalled; product not installed vertically.

Alterations or modification including, but not limited to, installation of security systems, customer-applied finished, or application of solar shading or other plastic films to glass or Product.

Product exceeding Innotech's stated minimum or maximum size dimensions, designated performance specifications, or normal capacities of the Product; use of Products in a manner not designed or intended by Innotech.

Movement of the building structure, including deflection of building elements over Product.

Product has been the subject of misuse, abuse, neglect, improper operation, lack of maintenance,\* aging, or natural weathering of surfaces; normal wear and tear on operating parts and hardware, including discoloration of finishes.

Application of harmful solutions (such as acetone, petroleum products, alkaline, or abrasive compounds); use of metal or abrasive tools (such as scrapers, razor blades, or steel wool); contact with chemicals harmful to glass, metal and plastic products (such as brick wash solution); use of high pressure water jet cleaning processes.

Glass breakage; the effect of light or heat reflected from low-emissivity or other glass coatings; slight variations in glass tint, imperfections, or wavy distortions in the glass that do not impair the 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.

Glass, accessories, or any part not applied or installed by Innotech or an authorised Innotech dealer.

Temporary adhesive transfer or ghost lines from protective film, such as Preserve.

Condensation or damage from condensation formation on the interior or exterior glass surfaces. Condensation occurs naturally under certain environmental conditions and is not a condition of or caused by the Product, nor is such a defect or circumstance for which this Warranty offers a remedy.

The percentage of inert gas fill or dissipation thereof. Other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, out from an IGU is a natural process that occurs over time and is not a defect.

Application of exterior finishes against the edges of the Product without a flexible perimeter joint providing suitable movement capability and properly filled with resilient sealant.

Extreme natural or artificial temperature changes (such as may occur from use of storm doors or blinds mounted in a way that lead to excessive heat build up at Product).

Fire, lighting, earthquakes, storms, or other acts of God; acts of a third-party or otherwise outside Innotech's control.

Product not purchased directly from Innotech or an authorised dealer; Product from an order not paid for in full; Product where any permanent warning or identification labels have been removed.

\* Appropriate maintenance must be performed on all products annually, with checks for all hardware and gaskets being made no less than 2 times per year. For installations in coastal areas (located within 5 miles from saltwater), maintenance and hardware checks must be performed and documented at least 4 times per year.

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