

## A WINDOW THAT GETS THE JOB DONE!

## WARRANTY CERTIFICATE

Roberge & Fils Inc. (hereafter referred to as "ROBERGE") warrants its products against defects in material and workmanship from the date of delivery to the authorized distributor.

Furthermore, the products must be used solely for their intended uses, installed for residential purposes, under normal and appropriate conditions. They shall be properly installed and maintained and subject to the other terms and conditions contained in this warranty certificate.

### TRANSFERABLE WARRANTY

This warranty will continue under the terms, conditions and remaining period, if any.

**ROBERGE reserves the right to modify this warranty at any time.**

During the first **TWELVE (12) months (1 YEAR) after purchase**, ROBERGE will assume the costs for parts and labour, excluding cost and installation of scaffolding (see conditions). For the years thereafter, ROBERGE will **only** supply the materials and/or replacement components. All expenses for labour, scaffolding, transportation, repair work, installation, finishing or on-site painting are excluded.

This warranty becomes null and void if the installation does not respect ROBERGE's recommended norms; and/or does not meet proper industry installation requirements (squaring, levelling and plumbing, insulation and water-tightness of caulked joints); and/or if the weather-stripping or hardware has been painted, varnished or coated with any material that may affect the proper functioning of the product.

In no case shall the liability of ROBERGE exceed the original value of the product deemed defective by ROBERGE. Under no circumstances shall ROBERGE be held liable or responsible, during the installation or the replacement of a ROBERGE product, for any loss of profits or earnings, or for any other direct, indirect, incidental, special, secondary or accidental damages attributable to a defect in a ROBERGE product.

Effective as of **April 1, 2019**, this is the sole valid and applicable warranty for the W!NDOZ products. No other warranty or promise made by whomsoever (representative, retailer, distributor, contractor, installer or other) will be viewed as valid by ROBERGE, who is in no way held to honour such a warranty. ROBERGE products purchased prior to the issue of this Warranty Certificate are covered by the warranty in effect at the time of sale for the specific product.

### LIMITED WARRANTY: SEALED UNITS

This warranty applies to our sealed unit manufactured exclusively by **INDUSTRIES THERMAFIX ABITIBI, division of Thermafix A.J. INC.**, factory-installed in the PVC windows of our W!NDOZ products, purchased **after April 1st, 2019**.

In addition, this sealed unit is warranted against the build up of condensation and dust deposits between the two panes of glass arising due to seal failure (and not due to glass breakage) and resulting in substantially impaired vision or clarity. **According to Canadian industry standards, all manufacturing defects on the glass or moulding that are invisible to the naked eye at a distance of more than one metre (three feet) will not be considered as defects under the terms of this warranty.**

ROBERGE shall provide a replacement sealed unit (**installation costs not included**) per the following table:

**WARRANTY COVERAGE TABLE FOR SEALED UNITS**

| YEARS      | TYPE  | WARRANTY COVERAGE | CUSTOMER RESPONSIBILITY |
|------------|---|-------------------|-------------------------|
| 0-10 years | Double clear, Double Low-E argon LUX, Technoform spacer | 100%              | 0%                      |
| 0-10 years | Triple clear, Triple Low-E argon LUX, Technoform spacer | 100%              | 0%                      |

For a period of **ONE (1) year** from the manufacturing date of the sealed unit, **manufactured by INDUSTRIES THERMAFIX ABITIBI, division of Thermafix A.J. INC.** and installed in our windows, ROBERGE offers a warranty covering spontaneous glass breakage (thermal breakage). For this one-year period **only**, ROBERGE shall assume any labour-related costs, excluding cost and installation of scaffolding. Thermal breakage of glass is characterized by a crack in the interior of the sealed unit caused by a difference in temperature (hot-cold). There must not be any point of impact on the glass.

ROBERGE warrants the sealed units purchased as components (i.e., not factory-installed in our windows) for a period of **TEN (10) years** (labor excluded) against the build up of condensation and dust deposits between the two panes of glass arising due to seal failure (and not due to glass breakage) and resulting in substantially impaired vision or clarity (see exclusions). Spontaneous glass breakage is excluded.

When replacing a sealed unit under warranty, the cost of the integrated white or painted grills of the sealed unit is not covered under the warranty and is at the customer's expense.

During the first **TWELVE (12) months** of this warranty, ROBERGE shall assume the cost of installation and/or allocate a lump sum for the replacement of the defective glass panel, excluding cost and installation of scaffolding (see exclusions and conditions).

For the years thereafter, ROBERGE shall provide the unit as per the aforementioned table. All expenses for labour, scaffolding, transportation, repair work, installation, finishing or on-site painting are excluded.

Any sealed unit **NOT** manufactured by **INDUSTRIES THERMAFIX ABITIBI, division of Thermafix A.J. INC.** shall be limited to the original manufacturer's warranty. Suppliers each have their own warranty described in their documentation. Please refer to them for more details. Also note that the warranty offered by a given supplier may vary, depending on the type of unit and/or stained glass. **All types of decorative glass are not warranted against spontaneous thermal breakage.**

## WHITE PVC WINDOWS

White PVC extrusions (polyvinyl chloride frames and sashes) of the WINDOZ products are warranted against defects in materials and workmanship for a period of **TEN (10) years** from the product's date of delivery to the authorized distributor. ROBERGE warrants that the PVC extrusions shall be free from manufacturing defects that could lead to flaking, chipping, cracking and swelling. This warranty shall remain in effect only under conditions of normal use and care.

This warranty does not cover regular wear and tear, ripping or damage to the co-extruded weather-stripping that was caused by misuse or an improper installation.

This warranty is limited to the replacement of defective parts, and does not include labour costs.

Exposure to sunlight, air pollutants and normal atmospheric conditions may cause PVC surfaces to gradually and unevenly fade, chalk or collect surface dirt or stains. These common occurrences are not covered under this warranty.

This warranty shall be null and void if solvents are used to clean the PVC and aluminum profile surfaces and/or if regular maintenance is not performed at least once a year, using a mild solution of liquid soap in warm water applied with a soft cloth or sponge.

## HARDWARE & PARTS

### TEN (10) YEARS WARRANTY

ROBERGE warrants the hardware used in the manufacturing of its casement and awning windows for a period of **TEN (10) years**, from the product's date of delivery to the authorized distributor (see exclusions and conditions).

### FIVE (5) YEARS WARRANTY

ROBERGE warrants the hardware used in the manufacturing of its sliders and hung windows for a period of **FIVE (5) years** from the product's date of delivery to the authorized distributor (see exclusions and conditions).

### ONE (1) YEAR WARRANTY

All hardware or parts of ROBERGE windows, such as regular hinges, weather-stripping, screen, limit devices and any other type of hardware or part of a window that has not been specifically mentioned herein are guaranteed for a period of **ONE (1) year** from the products' date of delivery to the authorized distributor (see exclusions and conditions).

Replacing the screen is explicitly excluded from the labour.

ROBERGE warrants that the hardware or part will remain in good condition and that any defective hardware and/or parts shall be replaced by an identical or similar product.

This warranty does not cover normal wear and tear, discoloration, oxidation of metal parts, rust or any alterations to finishes.

The warranty becomes null and void if the product has been misused, poorly maintained, abused or altered. Our liability is limited to the replacement of defective products (installation costs are not included).

To ensure proper functioning of the hardware, make sure it is free of dust and dirt. It should be cleaned with a mild detergent, and then rinsed with water. Regular lubrication is both normal and necessary. Use a silicon-based product, (such as Jig-A-Loo) or lithium grease (do not use products with a petroleum jelly base such as WD-40 or petroleum derivatives that could affect the rubber in the weather-stripping). Using a light oil or other non-corrosive product is also acceptable.

## CONDITIONS

The W!NDOZ products warranty, as laid out herein, is subject to the following conditions, which constitute an integral part of the warranty. For all our products, it is the owner's responsibility to regularly verify the joints and to keep them in good condition in order to prevent any rotting resulting from water infiltration.

For this warranty to apply, the owner(s) must perform periodic maintenance on the products, check seal joints (and reapply as necessary), lubricate hardware (moving parts) and clean the weatherstripping. ROBERGE shall not be held liable for any damages that could have been prevented through such inspections.

These warranties are **non cumulative**. The replacement of any or all defective parts, products or components by ROBERGE according to the terms of the present guarantee shall not extend the period of the original warranty. The present warranty shall remain fully in effect for the time left until the expiry of the initial limited warranty.

For some geographical areas, ROBERGE reserves the right to supply the replacement parts as specified in the present document, labour costs excluded.

ROBERGE reserves the right to modify or discontinue any of its currently manufactured products without incurring any obligation to incorporate or add these modifications to units already manufactured and delivered. If ROBERGE decides to replace a product that falls under the present warranty, or if a particular part is no longer available, ROBERGE can substitute the part in question with one or more parts of comparable quality.

**The architect, contractor, distributor or owner of the dwelling is fully responsible for choosing ROBERGE products that comply with building codes, regulations and orders so as to satisfy the region's performance requirements. It is also the purchaser's responsibility to ensure that the chosen ROBERGE product is appropriate for the installation with respect to both style and performance.**

The distributor has 48 hours to report to ROBERGE any product that has been broken in transit, or that shows an apparent defect upon its delivery, including sealed units showing scratches, cracks or breakage. In the absence of notification in writing by the distributor by the end of the 48-hour period, the product shall be irrevocably deemed to have been received in good condition by the distributor, and they shall be deemed to have renounced any claim on the warranty.

## EXCLUSIONS

Notwithstanding the aforementioned, ROBERGE does not in any way guarantee the following:

- A defect or breakage of a product or product component resulting from misuse, faulty maintenance, accident or theft; minor scratches or other imperfections that do not impair structural integrity; an installation that does not strictly adhere to construction standards or excessive mechanical or thermal stress.
- Regular maintenance work; the replacement of normal wearing parts, such as the weather-stripping; any product damaged as a result of an act of God or other unforeseeable circumstances; glass breakage or torn screens; the appearance of condensation on the glass when the relative humidity inside is too high compared to the outside temperature; fading; the oxidation of metal parts; and the deterioration of hardware finishes.
- PVC products with ventilation holes that have been covered or clogged.
- Damages resulting from exposure to harmful vapours, chemical products, excessive temperatures, oxidation, extreme climatic conditions, poor ventilation and/or excessive humidity.
- Failure of sealant or wood components caused by exposure or by excessive humidity or condensation.

- Windows whose minimum and/or maximum dimensions exceed the minimums and maximums established by ROBERGE.
- The manufacturer's warranty does not cover **any noise from the interior aluminum grills** caused by vibrations in the immediate environment or inside mobile glass units, such as operating window sashes and doors.
- The phenomenon of distortion, deformation or bulging, which can occur in all glass products but particularly in heat treated glass (i.e., tempered glass) is directly caused by the reflection and refraction of light during the rapid air-cooling process. It manifests as waving, spots, stains, indistinct lines or bulges and cannot be considered as defects in the glass.
- The condensation appearing on the interior glass surface. Condensation is a direct result of excessive humidity inside the building and is not a defect of either the sealed unit or the window.
- The phenomenon of condensation forming on the outside of the insulating glass unit is sometimes observed at night or in the early morning, under a clear sky with no wind. This condensation is primarily caused by heat loss to the clear sky. It is important not to consider this phenomenon as an indicator of poor product quality, when in fact it is proof of superior thermal isolation.
- A product which has been repaired, modified or otherwise altered by the customer or any other individual other than ROBERGE-authorized personnel.
- Any damage to merchandise that was transported by a third party other than ROBERGE.
- Labour, installation and delivery costs incurred 12 months or later after the product's delivery.
- Scratches that could eventually become visible on the product's finish are not considered defects under the terms of this warranty.
- Normal wear and tear of ROBERGE products or components.

According to Canadian industry standards, all manufacturing defects on the glass or moulding that are invisible to the naked eye at a distance of more than one metre (three feet) will not be considered as defects under the terms of this warranty.

There is no warranty on sealed units comprising one or two Lexan glasses.

ROBERGE shall not be held responsible for products purchased or installed that do not comply with applicable building codes, bylaws or directives..

## CLAIM PROCEDURES

Claims made under this warranty must be reported in writing, in full detail, to the distributor or contractor who sold the ROBERGE product. Failure to include the **original** invoice with the claim will void the warranty.

Every claim must be inspected by the distributor prior to submission to ROBERGE. Each distributor must assess the nature and validity of the claim, in order to minimize claims due to improper installation or poor maintenance.

For the claim to be covered under this warranty, the distributor must complete the "Service Request" form with the following details: customer name, address and telephone number; product type, description of the problem, etc. A copy of the customer's original invoice must be provided.

When the return of the defective part is required, it must be returned within **THIRTY (30) days** following the delivery of the replacement part.

**Please note that fees shall be applicable in the event of an unjustified claim.**

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