

# Fenergic Warranty

This warranty is the sole valid and applicable warranty for items purchased after November 1st 2020. Any other written or verbal agreement provided before or after this period is considered non valid.

**General terms and Conditions**

Our products are guaranteed against manufacturing fault under the terms and conditions mentioned below. All claims made under this warranty must be provided to Fenergic in writing within fifteen (15) days after the detection of the presumed manufacturing fault. Fenergic, after reception of the claim, will analyse the request and reserves the right to examine and keep all products presumably defective. The warranty will otherwise be considered non valid.

For the first twelve (12) months, following substantial completion of installation, Fenergic will assume fees related to parts and labour, as described in this warranty. For the subsequent years, the Company will assume only the supply of replacement parts; all other fees (included, but not limited to transportation, measurement, installation) are excluded from the present warranty and are the sole responsibility of the client.

**Fenergic Sealed Units Limited LifeTime Warranty- for windows**

The windows' sealed units manufactured by Fenergic and identified as such by its logo on the inner face of the unit, are guaranteed for the lifetime of the window, against condensation or dust on the inner surfaces caused by seal failure, which may result in an appreciable obstruction of vision, under the condition that the products were installed in accordance with the instructions provided by the company and the coverage chart here below mentioned:

| Years, from delivery date | Covered by Fenergic |       | Assumed by Customer |       |
|---------------------------|---------------------|-------|---------------------|-------|
|                           | Parts               | Labor | Parts               | Labor |
| 0 to 1 year               | 100%                | 100%  | 0%                  | 0%    |
|                           | 100%                | 0%    | 0%                  | 100%  |
| 1 to 10 years             | 100%                | 0%    | 0%                  | 100%  |
|                           | 25%                 | 0%    | 75%                 | 100%  |

To benefit from the coverage mentioned in the above chart, the replacement sealed unit must be purchased from Fenergic and be installed by a Fenergic approved technician. Original proof of purchase must be submitted to Fenergic.

Muntin bars are guaranteed for a period of ten (10) years, against excessive buckling and major uneven discoloration. The glued on cross-ties are guaranteed for a period of one (1) year from the delivery date.

**Thermal Break-1year.**

Thermal breakage, characterized by a breakage in the inner glass during cold weather (temperature under -10°C) without trace of an impact on glass, is covered by Fenergic for the first year following delivery of the product. This warranty does not apply to glass breakage or shattering.

**Warranty on Other Insulated Glass and Window Panel and/or Windows not manufactured by Fenergic**

The windows' sealed unit not manufactured by Fenergic but sold and distributed by Fenergic is guaranteed, by the insulated glass manufacturer, against condensation or dust on the inner surfaces caused by seal failure, which may result in an appreciable obstruction of vision, for a period of ten (10) years. Glass shattering or breakage, including but not limited to thermal breakage is not covered by the Fenergic warranty.

Severe discoloration of the muntin bars and screen printing is covered under this warranty for a period of 5 years. Glass breakage or shattering, including thermal breakage is not covered by the warranty under any consideration.

**Limited Warranty on PVC and aAluminium Profiles- Window and Patio Door – 20 years**

The polyvinyl chloride (PVC) and aluminum profiles, components of the window systems are guaranteed by the profile manufacturer against all defects in materials and workmanship for a period of twenty (20) years from the date of delivery. The profile manufacturer warrants that its profiles will not rot, rust, crack, warp, distort, blister, corrode or discolor in a non-uniform manner. The following are excluded from the warranty: Damage caused by excessive exposure to the elements such as but not limited to; Uneven exposure of surfaces to the sun, in cases of overheating by radiation caused by a canvas, curtain or film installed directly on the window frame and causing a rise in temperature above 40° C. Profiles that are painted or covered with any product or used in windows or that are installed other than vertically are not covered by the warranty.

PVC profiles used in the stained glass surrounds of steel doors are warranted for a period of one (1) year from the date of delivery.

If the manufacturer of PVC profiles determines that the warranty on its products is valid, the PVC manufacturer agrees, at its option, to either (i) Reimburse the original purchase price for defective extrusions or (ii) Replace the defective extrusions returned to the supplier with the same or similar quality model.

#### **Warranty on Steel Doors – 10 years**

The steel door manufacturer guarantees its products, for domestic use, against manufacturing defect, major discoloration, chalking or major warp for a period of ten (10) years from the date of delivery.

The PVC profiles used on the contour of a steel door glass are guaranteed for a period of one (1) year following the date of delivery.

Will not be considered as defective; warps inferior to 6.35mm ( ¼ Inch), sagging or any other permanent distortion not exceeding CAN/CGSB-82.5-M88 standards.

#### **Warranty On Paint – 3 years**

The paint manufacturer guarantees that the products will be free from defect which could result in peeling, flaking, chipping, splitting, blistering or major and uneven discoloration (superior to 5 Delta E), for a period of three (3) years from the date of purchase. During the first year of the warranty, Fenergic or one of its subcontractors, will apply, on site, new paint on the defective items only. The following years, Fenergic could, at its discretion, either (i) provide enough paint, similar quality of the original, to repaint the defective surfaces, or (ii) refund in part or in total the original purchase price of the option for the defective items. The client remains aware that a normal variation of color could exist between the newly applied and the old paint.

#### **Warranty On Hardware – 5 years**

The window hardware is covered against manufacturing defects for a period of five (5) years.

This warranty does not apply on normal wear and tear, misuse failure, inadequate or insufficient maintenance, discoloration or corrosion of the finish due to abrading product, including those used to clean bricks.

The steel door hardware manufacturer guarantees its products against manufacturing defects for a period of one (1) year. Is not covered by the warranty, rust or corrosion, particularly but not limited to hinges exposed to high humidity (for example, construction site exposed to extreme weather conditions)

The door handle manufacturer warrants its products against manufacturing defects, as well as abnormal and non-uniform discoloration of the product's finish for a period of one (1) year.

The Patio door manufacturer guarantees that the hardware will remain in good working condition, under normal use, for a period of one (1) year, following the date of purchase.

#### **Warranty On Wood Components – 1 year**

All wood components sold by Fenergic are covered against manufacturing defects for a period of one (1) year following the date of purchase, by the subcontractor.

#### **Warranty On other Components – 1 year**

All other components not mentioned in this warranty are covered for a period of one (1) year following the date of purchase.

#### **Warranty on Mosquito Screens**

All mosquito screens must be inspected within 48 hours following delivery.

No claims regarding roving defect or paint defect will be accepted following this period.

Mosquito screen adjustments are not part of this warranty.

#### **Limitation, Exclusion and Invalidity of the Warranty**

The Fenergic Warranty is applicable for the original buyer. The warranty is transferable to the owner of the building if the latter has the original signed sales agreement.

This warranty covers only manufacturing defects of the products and excludes damages caused by or resulting from substandard installation, including poor insulation or damages caused by accident, fire, a flood, act of God, abusive use, vandalism, inadequate or insufficient maintenance, chemical products, heating of the premises, exposure to extreme temperature or extreme weather conditions, discoloration due to aging, oxidation or any other circumstances or causes that cannot be controlled by Fenergic..

The Warranty does not cover damages, direct or not, caused to the walls, structures, floors or any other installations near or adjacent to the window, including collateral damages caused to paint, mouldings, or any other objects having to be handled by Fenergic employee and/or its authorized subcontractor in their obligations to this warranty.

Fenergic and/or its authorized subcontractor shall not under any consideration be held responsible for any loss of income, or benefit related to manufacturing defects or to the execution of this warranty.

Product adjustments and maintenance are not covered by the warranty.

Removing, handling and re-installing, blinds, curtains and/or furniture, obstructing the work of the technician is the sole responsibility of the client.

Are excluded from the warranty; All maintenance labour as well as replacement of part subject to normal wear and tear, such as, weather strips, door, rollers, locks, operators, cranks, casement bolts.

The warranty is applicable only after full payment of the product and/or the client is not in payment default and/or is not exercising some course of remedy against the Company.

Additional fees will be charged if repairs have to be completed (i) at a site further than 75km from the nearest Fenergic office (ii) if the repairs require, handling of oversized objects and more technicians are needed (iii) if repairs have to be performed in a not readily accessible location.

Any expenses for rental, purchase, delivery and/or assembly of scaffolding or any other apparatus needed to complete work is the sole responsibility of the client.

Permit and/or necessary authorization (and its expenses) in order to execute work, covered by the warranty on Fenergic products, is the sole responsibility of the client.

Any attempts to repair or modify Fenergic products, for example; painting, blasting, or pickling of the surface, replacing a seal unit, by anyone not authorized to do so by Fenergic will permanently invalidate the whole warranty. Parts replacement will not have an effect on length of warranty. The warranty, from the original date of purchase will prevail, under original terms and conditions. Fenergic can, in one's discretion, cease production of a product or a component. In such a case, the Fenergic can, in one's discretion, replace the defective product by a similar quality product or provide a credit equivalent to the original purchase price of the defective part, component or option.

Even though our product meets the standards indicated by the certification number shown on it, any additional attestation of conformity being given by the client to a third party shall not be the responsibility of Fenergic.

This warranty is subject to comply with the laws of the province as defined in the sales contract.

This warranty is given to:

This warranty begins on:

The products were installed at this address: